

UNITED STATES DISTRICT COURT

UNITED STATES District of MASSACHUSETTSJACQUELINE B. MCLEAN

Plaintiff

V.

MICHAEL MEKONNEA

Defendant

APPLICATION TO PROCEED
WITHOUT PREPAYMENT OF
FEES AND AFFIDAVIT

CASE NUMBER:

1:05-CV-11345 WGY

I, Jacqueline B. McLean declare that I am the (check appropriate box)
☒ petitioner/plaintiff/movant ☐ other

in the above-entitled proceeding; that in support of my request to proceed without prepayment of fees or costs under 28 USC §1915 I declare that I am unable to pay the costs of these proceedings and that I am entitled to the relief sought in the complaint/petition/motion.

In support of this application, I answer the following questions under penalty of perjury:

1. Are you currently incarcerated? ☐ Yes ☒ No (If "No," go to Part 2)

If "Yes," state the place of your incarceration _____

Are you employed at the institution? _____ Do you receive any payment from the institution? _____

Attach a ledger sheet from the institution(s) of your incarceration showing at least the past six months' transactions.

2. Are you currently employed? ☐ Yes ☒ No

a. If the answer is "Yes," state the amount of your take-home salary or wages and pay period and give the name and address of your employer.

b. If the answer is "No," state the date of your last employment, the amount of your take-home salary or wages and pay period and the name and address of your last employer.

3. In the past 12 twelve months have you received any money from any of the following sources?

a. Business, profession or other self-employment	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b. Rent payments, interest or dividends	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c. Pensions, annuities or life insurance payments	<input type="checkbox"/> Yes	<input type="checkbox"/> No
d. Disability or workers compensation payments	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
e. Gifts or inheritances	<input type="checkbox"/> Yes	<input type="checkbox"/> No
f. Any other sources	<input type="checkbox"/> Yes	<input type="checkbox"/> No

If the answer to any of the above is "Yes," describe, on the following page, each source of money and state the amount received and what you expect you will continue to receive.

d. I only receive \$ 600.09 dollars per a month for my disability.

AO 240 Reverse (Rev. 10/03)

4. Do you have any cash or checking or savings accounts?

☒ Yes☐ No

If "Yes," state the total amount.

saving account
\$ 600.09 per month for disability,

5. Do you own any real estate, stocks, bonds, securities, other financial instruments, automobiles or any other thing of value?

☒ Yes☐ No

If "Yes," describe the property and state its value.

yes but I am fighting in court for
all my belongings.

6. List the persons who are dependent on you for support, state your relationship to each person and indicate how much you contribute to their support.

Derone C. Brewington
Noah J. Brewington
Princess Nora Brewington

I declare under penalty of perjury that the above information is true and correct.

8-17-2005

Date

Jacqueline B. Mclean

Signature of Applicant

NOTICE TO PRISONER: A Prisoner seeking to proceed without prepayment of fees shall submit an affidavit stating all assets. In addition, a prisoner must attach a statement certified by the appropriate institutional officer showing all receipts, expenditures, and balances during the last six months in your institutional accounts. If you have multiple accounts, perhaps because you have been in multiple institutions, attach one certified statement of each account.



TENANCY AT WILL 2001 EDITION

PREPARED BY: AAA APARTMENT RENTALS, INC.

Date: July 18th 2003

LANDLORD: MIKE McCORMICK 149 CHESTNUT ST. - CHELSEA, MA 02150 (617) 828-9134 rents and the
(Name, Address and Telephone Number)

TENANT: WILLIAM NYAD - 112 BOYLSTON ST. - # 502 - BOSTON, MA 02115 - (617) 748-6887

hires the PREMISES at: 24 EVERETT AVE. - THIRD FLOOR CHELSEA MA 02150

consisting of THREE ROOMS

at a RENT of \$ 750.00 per MONTH payable on the FIRST day of each MONTH in advance,

the rental period commencing on July 19th 2003

Landlord rents to tenant the premises at the specified rent from rental period to rental period. This tenancy may be terminated by a written notice given by either party to the other before the first day of any rental period and shall be effective on the last day of that rental period, or thirty days after such notice has been given, whichever is longer; provided, however, that in the event of any breach by Tenant of this agreement, Landlord shall be entitled to pursue any and all remedies provided or recognized by applicable law. This tenancy shall be under the following conditions:

1. **CARE OF PREMISES** – The Tenant shall not paint, decorate or otherwise embellish and/or change and shall not make nor suffer any additions or alterations to be made in or to the premises without the prior written consent of the Landlord, nor make nor suffer any strip or waste, nor suffer the heat or water to be wasted, and at termination shall deliver up the premises and all property belonging to the Landlord in good, clean and tenantable order and condition, reasonable wear and tear excepted. No washing machine, air-conditioning unit, space heater, clothes dryer, television or other aerials, or other like equipment shall be installed without the prior written consent of the Landlord. No waterbeds shall be permitted in the premises.

2. **MAINTENANCE** – For maintenance, if other than Landlord contact:

SAME AS ABOVE

(Name)

(Address)

(617) 828-9134

(Telephone Number)

3. **CLEANLINESS** – Tenant shall maintain the premises in a clean condition and shall not sweep, throw, or dispose of nor permit to be swept, thrown, or disposed of, from said premises nor from any doors, windows, balconies, porches or other parts of said building, any dirt, waste, rubbish, or other substance or article into any other parts of said building or the land adjacent thereto, except in proper receptacles and except in accordance with the rules of the Landlord.

4. **DISTURBANCE, ILLEGAL USE** – Neither the Tenant nor his family, friends, relatives, invitees, visitors, agents or servants shall make or suffer any unlawful, noisy or otherwise offensive use of the premises, nor commit or permit any nuisance to exist thereon, nor cause damage to the premises, nor create any substantial interference with the rights, comfort, safety or enjoyment of the Landlord or other occupants of the same or any other apartment, nor make any use whatsoever thereof than as and for a private residence. No articles shall be hung or shaken from the windows, doors, porches, balconies, or placed upon the exterior windowsills.

5. **COMMON AREAS** – No receptacles, vehicles, baby carriages or other articles of obstructions shall be placed in the halls or other common areas or passageways.

6. **HEAT AND OTHER UTILITIES** – The Tenant shall pay, as they become due, all bills for electricity and other utilities, whether they are used for furnishing heat or other purposes, that are furnished to the premises and presently separately metered. The Landlord agrees that he will furnish reasonably hot and cold water and reasonable heat (except to the extent that such water and heat are furnished through utilities metered to the premises as stated above) during regular heating season, all in accordance with the applicable laws, but the failure of the Landlord to provide any of the foregoing items to any specific degree, quantity, quality or character due to any causes beyond the reasonable control of the Landlord, such as accident, restriction by City, State or Federal regulations, or during necessary repairs to the apparatus shall not (subject to applicable law) form a basis of any claim for damages against the Landlord. *This section governs utility payments. Be sure to discuss with the Landlord those payments which will be required of you for this apartment.*

7. **KEY AND LOCKS** – Landlord shall, within a reasonable period of time following receipt of notice from Tenant of such condition, repair or replace any defective exterior locks. Locks shall not be changed, altered, or replaced nor shall new locks be added by Tenant without written permission of Landlord. Any locks so permitted to be installed shall become the property of Landlord and shall not be removed by Tenant. Tenant shall promptly give duplicate key to any such changed, altered, replaced or new lock to the Landlord.

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GREATER BOSTON REAL ESTATE BOARD
FN:RH220



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8. **LOSS OR DAMAGE** – Tenant agrees to indemnify and save Landlord harmless from all liability, loss or damage arising from any nuisance made or suffered on the premises by Tenant, his family, friends, relatives, invitees, visitors, agents, or servants or from any carelessness, neglect, or improper conduct of any such persons. Subject to the provisions of applicable law, Landlord shall not be liable for damage to or loss of property of any kind while on the premises or in any storage space in the building nor for any personal injury, unless caused by negligence of Landlord.

9. **PARKING** – Parking on the premises of Landlord is prohibited unless written consent is given by Landlord.

10. **PETS** – No dogs or other animals, birds, or pets shall be kept in or upon the premises without Landlord's written consent; and consent so given may be revoked at any time.

11. **PLUMBING** - Water closets, disposals, and waste pipes shall not be used for any other purposes than those for which they were constructed, nor shall any sweepings, rubbish, rags, or any other improper articles be thrown into same.

12. **REPAIRS** – Tenant shall at all times keep and maintain the premises and all equipment and fixtures therein or used therewith repaired, whole and of the same kind, quality, and description and in such good repair, order and condition as at the commencement of occupancy, or as may be put in thereafter, reasonable wear and tear and damage by unavoidable casualty only excepted. Landlord and Tenant agree to comply with any responsibility which either may have under applicable law to perform repairs upon the premises. If Tenant fails within a reasonable time to make such repairs, then and in any such event, Landlord may (but shall not be obligated to) make such repairs and Tenant shall reimburse Landlord for the reasonable cost of such repairs in full, upon demand.

13. **RIGHT OF ENTRY** - The Landlord may enter upon the leased premises in case of emergency, to make repairs thereto, to inspect the premises, or to show the premises to prospective tenants, purchasers, or mortgagees. The Landlord may also enter upon the said premises if same appear to have been abandoned by the Tenant or as otherwise permitted by law.

14. **OCCUPANCY OF PREMISES** – Tenant shall not assign or underlet any part or the whole of the premises, nor shall permit the premises to be occupied for a period longer than a temporary visit by anyone except the individuals specifically named in the first paragraph of this tenancy, their spouses, and any children born to them hereafter, without first obtaining on each occasion the assent in writing of Landlord.

15. **NOTICES** – Written notice from the Landlord to the Tenant shall be deemed to have been properly given if mailed by registered or certified mail, postage prepaid, return receipt requested to the Tenant at the address of the premises, or if delivered or left in or on any part thereof, provided that if so mailed, the receipt has been signed, or if so delivered or left, that such notice has been delivered to or left with, the Tenant or anyone expressly or impliedly authorized to receive messages for the Tenant, or by any adult who resides with the Tenant in the premises. Written notice from the Tenant to the Landlord shall be deemed to have been properly given if mailed by registered or certified mail, postage prepaid, return receipt requested, to the Landlord at his address set forth in the first paragraph of this agreement, unless the Landlord shall have notified the Tenant of a change of the Landlord's address, in which case such notice shall be so sent to such changed address of the Landlord, provided that the receipt has been signed by the Landlord or anyone expressly or impliedly authorized to receive messages for the Landlord. *Notwithstanding the foregoing, notice by either party to the other shall be deemed adequate if given in any other manner authorized by law.*

16. **TRUSTEE** – In the event that the Landlord is a trustee or a partnership, no such trustee nor any beneficiary nor any shareholder of said trust and no partner, General or Limited, or such partnership shall be personally liable to anyone under any term, condition, covenant, obligation, or agreement expressed herein or implied hereunder or for any claim of damage or cause at law or in equity arising out of the occupancy of said premises, the use or the maintenance of said building or its approaches and equipment.

17. **COPY OF AGREEMENT** – Landlord shall deliver a copy of the agreement, duly executed by Landlord or his authorizing agent, to Tenant within thirty (30) days after a copy hereof, duly executed by Tenant, has been delivered to Landlord.

18. **REPRISALS PROHIBITED** – Landlord acknowledges that provisions of applicable law forbid a landlord from threatening to take or taking reprisals against any tenant for seeking to assert his legal rights.

19. **ATTACHED FORMS** - The forms, if any, attached hereto are incorporated herein by reference.

20. **ADDITIONAL PROVISIONS** –
ATTACHED.

TENANT – Subject to applicable law, the Landlord will provide insurance for up to \$750 in benefits to cover the actual costs of relocation of the Tenant if displaced by fire or damage resulting from fire.

IN WITNESS WHEREOF, the said parties hereunto and to another instrument of like tenor have set their hands and seals on the day and year first above written.

Landlord

Tenant

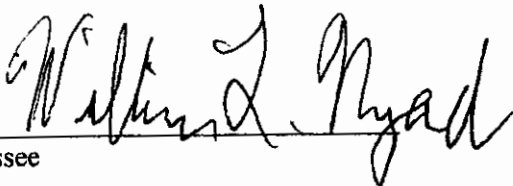
Tenant

24 Everett Ave. - Third Floor - Chelsea, MA. 02150

20. ADDITIONAL PROVISIONS

- A. WILLIAM L. NYAD AND JACKIE BREWINGTON will be the only people living in the apartment.
- B. Landlord has collected prorating of July, 2003 (\$300.00), August, 2003 (\$750.00) as well as last month's rent. The next payment of the rent will be on September 1, 2003.
- C. Tenants pay all utilities.
- D. No pets allowed.
- E. On street parking

Lessee

Handwritten signature of William L. Nyad in black ink, written over a horizontal line.

Lessor

Handwritten signature of Françoise Appier in black ink, written over a horizontal line.

Tenant Certification Form

Required Federal Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention. The **Massachusetts Tenant Lead Law Notification and Certification Form** is for compliance with state and federal lead notification requirements.

Owner's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) Owner/Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the owner/lessor (Check (i) or (ii) below):

(i) Owner/ Lessor has provided the tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (circle documents below).

Lead Inspection Report; Risk Assessment Report; Letter of Interim Control; Letter of Compliance

(ii) Owner/Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgment (initial)

(c) X Tenant has received copies of all documents circled above. (d) Tenant has received no documents listed above.

(e) X Tenant has received the Massachusetts Tenant Lead Law Notification.

Agent's Acknowledgment (initial)

(f) Agent has informed the owner/lessor of the owner's/lessor's obligations under federal and state law for lead-based paint disclosure and notification and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Owner/Lessor MIKE McCORMICK

Date

Owner/Lessor

Date

Tenant WILLIAM NYAD

Date

Tenant

Date

Agent AAA APARTMENT RENTALS, INC.

Date

Agent

Date

Owner/Managing Agent Information for Tenant (Please Print):

Name MIKE McCORMICK

Street 149 CHESTNUT STREET

Apt.

City/Town CHELSEA, MA

Zip 02150

Telephone (617) 884-3676

 I (owner/managing agent) certify that I provided the Tenant Lead Law Notification/ Tenant Certification Form and any existing Lead Law documents to the tenant, but the tenant refused to sign this certification.

The tenant gave the following reason:

The Massachusetts Lead Law prohibits rental discrimination, including refusing to rent to families with children or evicting families with children because of lead paint.

Contact the Childhood Lead Poisoning Prevention Program for information on the availability of this form in other languages.

Tenant and owner must each keep a completed and signed copy of this form.

Tenant Lead Law Notification

What lead paint forms must owners of rental homes give to new tenants?

Before renting a home built before 1978, the property owner and the new tenant must sign two copies of this **Tenant Lead Law Notification and Tenant Certification Form**, and the property owner must give the tenant one of the signed copies to keep. If any of the following forms exist for the unit, tenants must also be given a copy of them: lead inspection or risk assessment report, Letter of Compliance, or Letter of Interim Control. **This form is for compliance with both Massachusetts and federal lead notification requirements.**

What is lead poisoning and who is at risk of becoming lead poisoned?

Lead poisoning is a disease. It is most dangerous for children under six years old. It can cause permanent harm to young children's brain, kidneys, nervous system and red blood cells. Even at low levels, lead in children's bodies can slow growth and cause learning and behavior problems. Young children are more easily and more seriously poisoned than others, but older children and adults can become lead poisoned too. Lead in the body of a pregnant woman can hurt her baby before birth and cause problems with the pregnancy. Adults who become lead poisoned can have problems having children, and can have high blood pressure, stomach problems, nerve problems, memory problems and muscle and joint pain.

How do children and adults become lead poisoned?

Lead is often found in paint on the inside and outside of homes built before 1978. The lead paint in these homes causes almost all lead poisoning in young children. The main way children get lead poisoning is from swallowing lead paint dust and chips. Lead is so harmful that even a small amount can poison a child. Lead paint under layers of nonleaded paint can still poison children, especially when it is disturbed, such as through normal wear and tear and home repair work.

Lead paint dust and chips in the home most often come from peeling or chipping lead painted surfaces; lead paint on moving parts of windows or on window parts that are rubbed by moving parts; lead paint on surfaces that get bumped or walked on, such as floors, porches, stairs, and woodwork; and lead paint on surfaces that stick out which a child may be able to mouth such as window sills.

Most lead poisoning is caused by children's normal behavior of putting their hands or other things in their mouths. If their hands or these objects have touched lead dust, this may add lead to their bodies. A child can also get lead from other sources, such as soil and water, but these rarely cause lead poisoning by themselves. Lead can be found in soil near old, lead-painted homes. If children play in bare, leaded soil, or eat vegetables or fruits grown in such soil, or if leaded soil is tracked into the home from outside and gets on children's hands or toys, lead may enter their bodies. Most adult lead poisoning is caused by adults breathing in or swallowing lead dust at work, or, if they live in older homes with lead paint, through home repairs.

How can you find out if someone is lead poisoned?

Most people who are lead poisoned do not have any special symptoms. The only way to find out if a child or adult is lead poisoned is to have his or her blood tested. Children in Massachusetts must be tested at least once a year from the time they are between nine months and one year old until they are four years old. Your doctor, other health care provider or Board of Health can do this. A lead poisoned child will need medical care. A home with lead paint must be delead for a lead poisoned child to get well.

What kind of homes are more likely to have lead paint?

In 1978, the United States government banned lead from house paint. Lead paint can be found in all types of homes built before 1978: single-family and multi-family; homes in cities, suburbs or the countryside; private housing or state or federal public housing. The older the home, the more likely it is to have lead paint. The older the paint, the higher its lead content is likely to be.

Can regular home repairs cause lead poisoning?

There is a danger of lead poisoning any time painted surfaces inside or outside the home are scraped for repainting, or woodwork is stripped or removed, or windows or walls are removed. This is because lead paint is found in almost all Massachusetts homes built before 1978, and so many of Massachusetts' homes are old. Special care must be taken whenever home repair work is done. No one should use power sanders, open flame torches, or heat guns to remove lead paint, since these methods create a lot of lead dust and fumes. Ask the owner of your home if a lead inspection has been done. The inspection report will tell you which surfaces have lead paint and need extra care in setting up for repair work, doing the repairs, and cleaning up afterwards. Temporarily move your family (especially children and pregnant women) out of the home while home repair work is being done and cleaned up. If this is not possible, tape up plastic sheets to completely seal off the area where the work is going on. No one should do repair work in older homes without learning about safe ways to do the work to reduce the danger of lead dust. Hundreds of cases of childhood and adult lead poisoning happen each year from home repair work.

What can you do to prevent lead poisoning?

- Talk to your child's doctor about lead.
- Have your child tested for lead at least once a year until he/she is four years old.
- Ask the owner if your home has been deleaded or call the state Childhood Lead Poisoning Prevention Program (CLPPP) at 1-800-532-9571, or your local Board of Health.
- Tell the owner if you have a new baby, or if a new child under six years old lives with you.
- If your home was deleaded, but has peeling paint, tell and write the owner. If he/she does not respond, call CLPPP or your local Board of Health.
- Make sure only safe methods are used to paint or make repairs to your home, and to clean up afterwards.
- If your home has not been deleaded, you can do some things to temporarily reduce the chances of your child becoming lead poisoned. You can clean your home regularly with paper towels and any household detergent and warm water to wipe up dust and loose paint chips. Rub hard to get rid of more lead. When you are done, put the dirty paper towels in a plastic bag and throw them out. The areas to clean most often are window wells, sills, and floors. Wash your child's hands often (especially before eating or sleeping) and wash your child's toys, bottles and pacifiers often. Make sure your child eats foods with lots of calcium and iron, and avoid foods and snacks that are high in fat. If you think your soil may have lead in it, have it tested. Use a door mat to help prevent dirt from getting into your home. Cover bare leaded dirt by planting grass or bushes, and use mats, bark mulch or other ground covers under swings and slides. Plant gardens away from old homes, or in pots using new soil. Remember, the only way to permanently lower the risk of your child getting lead poisoned is to have your home deleaded if it contains lead paint.

How do you find out where lead paint hazards may be in a home?

The only way to know for sure is to have a lead inspection or risk assessment done. The lead inspector will test the surfaces of your home and give the landlord and you a written report that tells you where there is lead in amounts that are a hazard by state law. For interim control, a temporary way to have your home made safe from lead hazards, a risk assessor does a lead inspection plus a risk assessment. During a risk assessment, the

home is checked for the most serious lead hazards, which must be fixed right away. The risk assessor would give the landlord and you a written report of the areas with too much lead and the serious lead hazards. Lead inspectors and risk assessors have been trained, licensed by the Department of Public Health, and have experience using the state-approved methods for testing for lead paint. These methods are use of a sodium sulfide solution, a portable x-ray fluorescence machine or lab tests of paint samples. You can get a list of licensed lead inspectors and risk assessors from CLPPP.

In Massachusetts, what must the owner of a home built before 1978 do if a child under six years old lives there?

An owner of a home in Massachusetts built before 1978 must have the home inspected for lead if a child under six years old lives there. If lead hazards are found, the home must be delead or brought under interim control. Only a licensed deleader may do high-risk deleading work, such as removing lead paint or repairing chipping and peeling lead paint. You can get a list of licensed deleaders from the state Department of Labor and Workforce Development. Deleaders are trained to use safe methods to prepare to work, do the deleading, and clean up. Either a deleader, the owner or someone who works for the owner who is not a licensed deleader can do certain other deleading and interim control work. Owners and workers must have special training to perform the deleading tasks they may do. After the work is done, the lead inspector or risk assessor checks the home. He or she may take dust samples to test for lead, to make sure the home has been properly cleaned up. If everything is fine, he or she gives the owner a Letter of Compliance or Letter of Interim Control. After getting one of these letters, the owner must take care of the home and make sure there is no peeling paint.

What is a Letter of Compliance?

It is a legal letter under state law that says either that there are no lead paint hazards or that the home has been delead. The letter is signed and dated by a licensed lead inspector.

What is a Letter of Interim Control?

It is a legal letter under state law that says work necessary to make the home temporarily safe from serious lead hazards has been done. The letter is signed and dated by a licensed risk assessor. It is good for one year, but can be renewed for another year. The owner must fully delead the home and get a Letter of Compliance before the end of the second year.

Where can I learn more about lead poisoning?

Massachusetts Department of Public Health
Childhood Lead Poisoning Prevention Program (CLPPP)
(For more copies of this form, as well as a full range of information on lead poisoning prevention, tenants' rights and responsibilities under the MA Lead Law, how to clean lead dust and chips, healthy foods to protect your children, financial help for owners, safe deleading and renovation work, and soil testing.)
617-753-8400, 1-800-532-9571

Massachusetts Department of Labor and
Workforce Development
(List of licensed deleaders)
617-969-7177, 1-800-425-0004

Your local lead poisoning prevention program
or your local Board of Health

U.S. Consumer Product Safety Commission
(Information about lead in consumer products)
1-800-638-2772

U.S. Environmental Protection Agency, Region I
(Information about federal laws on lead)
617-565-3420

National Lead Information Center
(General lead poisoning information)
1-800-LEAD-FYI



APARTMENT CONDITION STATEMENT

2001/2002 Edition

PREPARED BY: AAA APARTMENT RENTALS, INC.

This is a statement of the condition of the premises you have leased or rented. You should read it carefully in order to see if it is correct. If it is correct, you must sign it. This will show that you agree that the list is correct and complete. If it is not correct, you must attach a separate signed list of any damage which you believe exists in the premises. This statement must be returned to the lessor or his agent within fifteen (15) days after you receive this list or within fifteen (15) days after you move in, whichever is later. If you do not return this list within the specified time period, a court may later view your failure to return the list as your agreement that the list is complete and correct in any suit which you may bring to recover the security deposit.

TO: WILLIAM NYAD
Lessee
112 BOYLSTON STREET - # 502
Address
BOSTON MA 02115
City Zip

RE: THIRD FLOOR
Unit
24 EVERETT AVE.
Address
CHELSEA MA 02150
City Zip

We have examined the premises and have found the present condition to be as follows:

The lessee, William Nyad state due to the fact that he was homeless the landlord took him in and try to kick the lessee out when he the landlord, Micheal Mekonnen needed a place. The lessee William Nyad did not know that the landlord would force him out of the apartment the way the landlord did and for no real reason other than Micheal Mekonnen needed the place.

The lessee, William Nyad state other than the landlord abuse the apartment did have a broken window in the living room and a few mouse holes in the walls plus lots a roaches in the apartment

Date: 1 / 1 / 1

Lessor/Agent Signature: _____

MIKE McCORMICK
Lessor
149 CHESTNUT STREET
Address
CHELSEA MA 02150
City Zip
(617) 884-3676
Phone

AAA APARTMENT RENTALS, INC.
Agent
449 FERRY STREET
Address
EVERETT MA 02149
City Zip
(617) 381-0777
Phone

AGREED AND ASSENTED TO: _____ / / _____
 _____ Lessee _____ Date



ADOPTED BY THE RENTAL HOUSING ASSOCIATION OF THE
GREATER BOSTON REAL ESTATE BOARD
APRIL 1978

Form ID: RH161



To Whom It May Concern :-

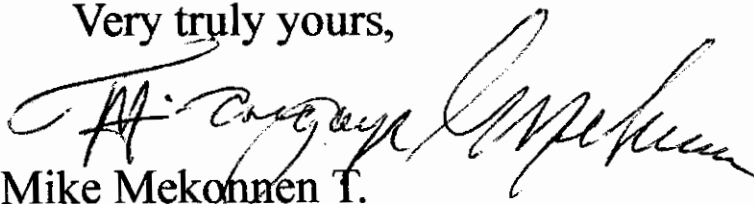
This is to inform you that Mr. William Sneed and Mrs. Jacqueline Mclean was a resident of 149 - 150 Chestnut street, Chelsea Mass.

Mr. William Sneed and Mrs. Jacqueline Mclean are a good tenant, they paid the monthly rent in time and kept the property clean, and got along with other residents quiet well.

They accountable and very responsible people.

Any assistance towards this matter is greatly appreciated.

Very truly yours,


Mike Mekonnen T.
617-828-9134



Chelsea City Council
City Hall - 500 Broadway
Chelsea, MA 02150

Mike McKonnen Tsegaye
Councillor District Four

7-14-04

SOLD TO Jacqueline McLean

One round granite topped

Coffee table for \$400.

Rich R. Allen

WELCOME TO BEST BUY #818
Saugus, MA 01906
(781) 233-3435



0818 003 2273 05/17/04 20:58 0410844

REBATE RECEIPT

4116815 FRT18B4AW 359.99
18.2 CU.FT. TOP MOUNT REFRIG
ITEM TAX 5.00%

Deliver on: 5/19/2004

CARRIER SHI 34.99

ORDER # 319520873

ITEM TAX 5.00%

Deliver on: 5/19/2004

RECEIPT VALID FOR REBATE SUBMISSION
ONLY! PRODUCTS WHICH HAVE THE UPC CODE
REMOVED MAY NOT BE RETURNED FOR A REFUND.

QUESTIONS ABOUT YOUR REBATE?
CALL 1-888-BESTBUY

YOUR CUSTOMER SERVICE PIN IS:
0818 003 2273 051704

YOUR CUSTOMER SERVICE PIN IS:
0818 003 2273 051704

paid to [unclear]
Mr. [unclear] chair
& one futon sofa for
\$150.00.

Arlene [unclear]
June 25, 2007

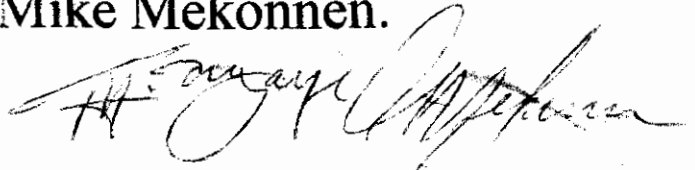
To : - All Residents

Recently, I have observed the emergency door (Chestnut street side) left open this door Must not be used at all except for moving in or out a furniture. Please do not use this door at all.

The Everett side main door must be locked when you get in or out all the time. This is for the safety of your self and others.

Thanking you in advance for your assistance.

Mike Mekonnen.



Tel. 617 - 884-3676.

I will be printing Mail address and posting it on the emergency locked door soon. (The Chestnut Street Door)
Mike

DATE <u>7-18-2003</u>		No. <u>6357</u>	
RECEIVED FROM <u>Billy Mjad</u>		<u>\$250</u>	
<u>One Thousand Two Hundred + Fifty dollars</u>		DOLLARS	
<u>24 Everett Ave. Chelsea 3rd floor</u>			
<u>1st Month Rent 750 Sec 750 For 1200 750</u>			
ACCOUNT	<input type="radio"/> CASH	FROM _____ TO _____	
PAYMENT	<input type="radio"/> CHECK	BY <u>S. Arbul</u>	
BAL. DUE	<input type="radio"/> MONEY ORDER	E. address 1182	

RECEIPT

DATE	7-18-2003		No.	655729	
RECEIVED FROM	Billy Mjad		<div style="border: 1px solid black; padding: 2px;">\$2250</div>		
Two Thousand Two Hundred + Fifty dollars Apt 3#				DOLLARS	
<input type="radio"/> FOR RENT <input type="radio"/> FOR	24 EIGHT Hrs Chelsea 3rd floor 15th Month Rent 750 Sec 750 For 12mo 750				
ACCOUNT	<input type="radio"/> CASH		FROM _____ TO _____		
PAYMENT	<input type="radio"/> CHECK				
BAL. DUE	<input type="radio"/> MONEY ORDER		BY S. Hirsch		
1182					

LETIZIA DUTHA



APARTMENTS PLUS

RENTALS, SALES, PROPERTY MANAGEMENT
242 MAIN ST., EVERETT, MA 02149

617-381-0030

OFFICE 617-381-9196
FAX 617-381-9380
APARTMENTSPLUS@MSN.COM

CELL 617-293-6087

TRAVELERS EXPRESS COMPANY, INC. DRAWER
P.O. BOX 9476
MINNEAPOLIS, MN 55480
1-800-542-3590

75 (3/04) 700/14000

4653441698
163 NN

DATE/AMOUNT
05/04/05
\$650.00

909424101002010

12

KEEP THIS STUB
FOR YOUR RECORDS

PLEASE SEE TERMS ON REVERSE SIDE

EMPLOYEE

▼ DETACH HERE ▼

RECEIPT

DATE 5/12/04 No. 2555

RECEIVED FROM William Sneed \$ 650.

Six hundred, fifty 0/100. DOLLARS

☐ FOR RENT
☐ FOR Deposit at 33 Lincoln St #32 Lynn

ACCOUNT		<input checked="" type="radio"/> CASH	FROM	
PAYMENT		<input type="radio"/> CHECK	BY	<u>[Signature]</u>
BAL. DUE		<input type="radio"/> MONEY ORDER		

2701

RECEIPT

DATE 5/12/04 No. 2556

RECEIVED FROM Jacqueline Mclean \$ 1015

one thousand, fifteen 0/100. DOLLARS

☐ FOR RENT
☐ FOR Last months rent/Rental fee \$40. Key Deposit

ACCOUNT		<input checked="" type="radio"/> CASH	FROM	
PAYMENT		<input type="radio"/> CHECK	BY	<u>[Signature]</u>
BAL. DUE		<input type="radio"/> MONEY ORDER		

2701

**EXECUTION FOR POSSESSION
OF LEASED OR RENTED DWELLING**

DOCKET NUMBER

200414SU000201**Trial Court of Massachusetts
District Court Department
Summary Process Session**CASE NAME **MICHEAL MCKENNA vs. WILLAM SNEED**

PLAINTIFF(S) IN WHOSE FAVOR EXECUTION IS ISSUED

P01 MICHEAL MCKENNA

CURRENT COURT

Chelsea District Court
120 Broadway
Chelsea, MA 02150-2641
(617) 660-9200

PLAINTIFF (OR PLAINTIFF'S ATTORNEY) WHO MUST ARRANGE SERVICE OF EXECUTION

P01 MICHEAL MCKENNA
21 COUNTY RD
CHELSEA, MA 02150

DEFENDANT AGAINST WHOM EXECUTION IS ISSUED

D01 WILLAM SNEED

SUBJECT DWELLING PREMISES

149 Crescent Avenue #3 Rear Chelsea, MA

TO THE SHERIFFS OF THE SEVERAL COUNTIES OR THEIR DEPUTIES, OR ANY CONSTABLE OF ANY CITY OR TOWN, WITHIN THE COMMONWEALTH:

The plaintiff(s) named above has recovered judgment against the defendant(s) named above for possession of the subject premises shown above, which were leased or rented for dwelling purposes.

WE COMMAND YOU, therefore, subject to the requirements of G.L. c. 235, § 23 and G.L. c. 239, § 3, to cause the plaintiff(s) to have possession of the premises shown above without delay.This Writ of Execution is **VALID FOR THREE CALENDAR MONTHS ONLY**. It may not be levied upon if any underlying money judgment for non-payment of rent, along with any use and occupancy accruing since the date of judgment, has been fully satisfied. It must be returned to the clerk-magistrate's office of this court, along with your return of service, within ten days after this judgment for possession has been satisfied or discharged, or after three calendar months if this judgment remains unsatisfied or undischarged.

TESTE OF FIRST JUSTICE

WITNESS: Hon. Timothy H. Gailey

DATE EXECUTION ISSUED

07/06/2004

CLERK-MAGISTRATE/ASST. CLERK

X

RETURN OF SERVICE☐ Pursuant to this writ, I have caused the plaintiff(s) to have possession of the subject premises.☐ After notice the defendant(s) vacated the subject premises voluntarily.☒ I have physically removed the defendant(s) and his/her/their personal possessions from the subject premises.☐ I have not caused the plaintiff(s) to recover possession of these premises pursuant to this writ because:

DATE & TIME WRIT SERVED

to Mr. Gailey July 6, 04.

DATE OF RETURN

CONSTABLE / DEPUTY SHERIFF

X

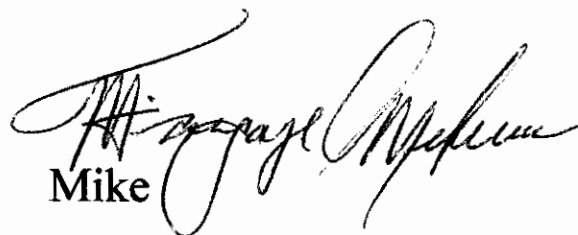
Attention To All Residents :-

Please Do not Use Chestnut street side door.
Except for moving in furniture. This door bears the address of the building and also has a Mail slot that allows the mail to drop in side the building. And this side of the building must be locked all the time.

The main entrance and exit to the building is the Everett Avenue side door.

This door must be locked after Entering or exiting the building by all means.

Thanking you for your cooperation towards this matter.


Mike

he Sheriffs of our several Counties, or their Deputies, or any Constable of any City or Town within said Commonwealth.
 EETINGS: We command you to summon the within named tenant/occupant to appear as herein ordered.

NESS, Timothy H. Bailey

or Chief Justice

k-Magistrate

Entry Date

OFFICER'S RETURN

Suffolk ss: City/Town Chelsea Date May 28, 04

virtue of this Writ, I this day served the within-named tenant or occupant. and summoned him/her as herein directed, giving it in hand to

leaving it at 149 Crescent ave. #3 rear, Chelsea, Mass. 02156
 last and usual place of abode. A copy of this summons was mailed first class to the tenant/occupant at the address

May 28, 04.

Constable

Signature of Officer

Printed Name of Officer

Robert J. Cassinelli SR.

as: Service 50-
 Copy —
 Travel —
 Use of car —
 L&U Mailing —
 \$ —

NOTICE TO LANDLORD/OWNER:

Have the Officer complete and return above.
 Service must be made on the defendant no later than the seventh day and not earlier than the thirtieth day before the Monday entry day. This form must be filed in court no later than the close of business on the scheduled Monday Entry day. In appropriate cases, proper evidence of notice to quit must be provided this court upon the filing of this complaint. See Rule 2(d) of the Uniform Summary Process Rules. According to Rule 2(c), the hearing date is the second Thursday (or Friday or Monday in some courts) after the entry day.

**Commonwealth of Massachusetts
The Trial Court**

**SUMMARY PROCESS SUMMONS
AND COMPLAINT**

Civil Department
Chelsea Division
Suffolk ss

Docket No. _____

Entry Date _____

THIS IS A COURT NOTICE OF A PROCEEDING TO
EVICT YOU, PLEASE READ IT CAREFULLY 2372A0000006/D1/04CIVIL ENTR 180.00
IMPORTANTE: ESTE DOCUMENTO ES UNA NOTICIA DE UNA CORTE, 2372A0000006/D1/04SURCHARGE 15.00
RESPECTO A PROCEDIENTES PARA DESALOJARLE

TO: William Sneed & Y. AL.

ADDRESS: 149 Crescent ave. #3 rear. CITY: Chelsea ZIP: 02150

You are hereby summoned to appear before a Justice of the Court at the time and place listed below:

DAY: Thursday DATE: 6/17/04. TIME: 9:00AM. COURT LOCATION: 180 Broadway

ROOM: _____ to answer the complaint of LANDLORD/OWNER: Michael McDevine

STREET: 21 County Rd. CITY: Chelsea ZIP: 02150

that you occupy the premises at 149 Crescent ave. #3 rear. being within the judicial district of this court, unlawfully and against the right of said Landlord/Owner

because non-payment of rent

and further, that \$ 750.00 rent is owed according to the following account:

ACCOUNT ANNEXED

May 04, \$750.00

First of Chief Justice

Clerk-Magistrate

Signature Of Plaintiff or Attorney

Date of Signature of Plaintiff or Attorney

Address of Plaintiff's Attorney

Telephone Number of Plaintiff or Attorney

NOTICE TO OCCUPANTS: At the hearing on June 17, 04., you (or your attorney) must appear in person to present your defense. You (or your attorney) must also file a written answer to this complaint. (Answer form 2 is available in the clerk's office.) You must file (deliver or mail) the answer with the court clerk and serve (deliver or mail) a copy on the landlord (or landlord's attorney) at the address shown above. The answer must be received by the court clerk and received by the landlord (or the landlords attorney) no later then the first Monday after the Monday entry day.

IF YOU DO NOT FILE AND SERVE AN ANSWER, OR IF YOU DO NOT DEFEND AT THE TIME OF THE HEARING, JUDGMENT MAY BE ENTERED AGAINST YOU FOR POSSESSION AND THE RENT AS REQUESTED IN THIS COMPLAINT

STATEMENT OF SMALL CLAIM AND NOTICE OF TRIAL

Use Only.

POCKET NO. 047352/289

Document 4-3

Filed 08/12/05 Trial Court of Massachusetts Small Claims Session



PART 1	<input type="checkbox"/> BOSTON MUNICIPAL COURT		<input type="checkbox"/> DISTRICT COURT COURT CLAIM Division		<input type="checkbox"/> HOUSING COURT Division	
PART 2	PLAINTIFF'S NAME, ADDRESS, ZIP CODE AND PHONE MIKE MEKONNEN 21 COUNTY Road CHELSEA, MA. 02150 PHONE NO: 617-889-4924			PLAINTIFF'S ATTORNEY (if any) Name: _____ Address: _____ PHONE NO: _____ BBO NO: _____		
PART 3	DEFENDANT'S NAME, ADDRESS, ZIP CODE AND PHONE WILLIAM SNEED EIAL 33 LINCOLN ST Apt #32 LYNN, MASS. 01902 PHONE NO: 1617-223-7165			ADDITIONAL DEFENDANT (if any) Name: JACQUELINE MCLEAN Address: 33 LINCOLN ST Apt #32 LYNN, MASS. 01902 PHONE NO: 1781 596 3871		
PART 4	PLAINTIFF'S CLAIM. The defendant owes \$ _____ plus \$ _____ court costs for the following reasons: Give the date of the event that is the basis of your claim. THE DEFENDANT WILLIAM SNEED AND JACQUELINE MCLEAN OWES RENT MONEY A JUDGEMENT FROM CHELSEA DISTRICT COURT FOR \$998.70 STORAGE \$ 750.00 CONSTABLE SERVICE \$ 350.00 COURT \$ 195.00 REPAIR (FOR DAMAGE) \$1,500.00 TOTAL \$ 3 793.70					
PART 5	SIGNATURE OF PLAINTIFF X [Signature] DATE 09-09-04 MEDIATION: Mediation of this claim may be available prior to trial if both parties agree to discuss the matter with a mediator, who will assist the parties in trying to resolve the dispute on mutually agreed to terms. The plaintiff must notify the court if he or she desires mediation; the defendant may consent to mediation on the trial date. <input type="checkbox"/> The plaintiff is willing to attempt to settle this claim through court mediation.					
PART 6	MILITARY AFFIDAVIT: The plaintiff states under the pains and penalties of perjury that the: <input type="checkbox"/> above defendant(s) is (are) not serving in the military and at present live(s) or work(s) at the above address. <input type="checkbox"/> above defendant(s) is (are) serving in the military					
NOTICE OF TRIAL	NOTICE TO DEFENDANT: You are being sued in Small Claims Court by the above named plaintiff. You are directed to appear for trial of this claim on the date and time noted to the right. If you wish to settle this claim before the trial date, you should contact the plaintiff or the plaintiff's attorney. SEE ADDITIONAL INSTRUCTIONS ON THE BACK OF THIS FORM			COMMONWEALTH OF MASSACHUSETTS LYNN DIVISION DISTRICT COURT DEPARTMENT of the Trial Court 580 Essex St., Lynn, Massachusetts 01901 DATE AND TIME OF TRIAL 3-21-05 AT 9:00 AM DATE _____ TIME _____ ROOM NO. _____		
FIRST JUSTICE JOSEPH I. DEVER			CLERK-MAGISTRATE OR DEPUTY CLERK-MAGISTRATE [Signature]			

INSTRUCTIONS FOR FILING A SMALL CLAIM: You must complete Parts 1-6 of this form. See instructions on reverse.

LYNN DISTRICT COURT

Small Claims Session
Alternative Dispute Resolution Program

Final Report

Date: 3/21/05

NAME OF CASE: WILLIAM SNEED AND JACQUELINE MCLEAN
V. MICHAEL MCLEONA

CASE NUMBER: 2004 14 SU 000 201

In the above referenced matter, after Court conciliation, the following disposition of this claim is to be entered:

Check One:

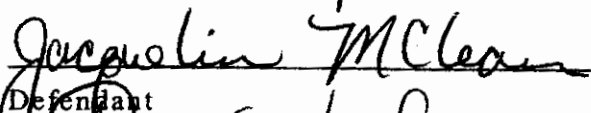
- ☐ Judgment for the Plaintiff in the amount of \$ with costs and payment to be made per the rules of the Small Claims Court.
- ☐ Judgment for the Defendant in the amount of \$ with costs and payment to be made per the rules of the Small Claims Court.
- ☒ Case to be dismissed with/without prejudice. PLAINTIFF'S NEED TO GO TO CHELSEA DISTRICT COURT TO RESOLVE MATTER UNDER CASE NO. 2004 14 SU 000 201 ATTACHED
- ☐ Special agreement reached by the parties as follows:

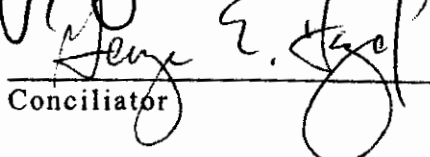
- ☐ Conciliation terminated unsuccessful - Case ready for trial.

The clerk is hereby authorized to make the appropriate entries on the record consistent with this report and to take the appropriate action to carry out the same.

The parties hereby acknowledge having been advised of their right to have this report reviewed by a Judge for final action by the court in this case and hereby waive such review so that entry of this final report can be made at this time without further action by the Court.


Plaintiff


Defendant


Conciliator

